

# COUNTY OF YORK SEWER EXTENSION AGREEMENT

**THIS AGREEMENT**, made this 17th day of November, 2005, by and between **THE DIGGES COMPANY**, a Virginia corporation hereinafter referred to as "Owner," and the **COUNTY OF YORK, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County."

**WHEREAS**, the Owner is the owner of the property located at 1540 Penniman Road, bearing York County Tax Parcel No. 11-95, GPIN H14D-2530-0680, which property is hereinafter referred to as the "Property;" and

**WHEREAS**, the Owner proposes to construct a grinder pump and a low pressure force main system to serve improvements to the Property and connect that system into a County force main system in accordance with the design and specifications shown on the plan entitled, "Site Plan Amendment for Penniman Road Office Warehouse Park" dated October 21, 2002, and revised through September 27, 2005, (hereinafter referred to as the "Sewer Plan") which plan has been approved by the County.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** That for and in consideration of the issuance of the proper permits, the covenants and agreements herein contained and other good and valuable consideration, the Owner and the County agree as follows:

1. The County acknowledges that the sewer tap fee of \$19,800.00, has been paid (three 1-inch water meters @ \$6,600.00 each).
2. The Owner agrees that all of the terms and conditions of this Agreement shall be binding on the Owner, its assigns and successors.
3. Prior to commencement of the construction, the Owner shall obtain a "Certificate to Construct Sewer Facilities" from the Department of Environmental and Development Services and pay the County an inspection fee of \$275.00 (\$275.00 base fee only). The County acknowledges that this fee has been paid.
4. It is understood and agreed between the parties that the County intends to accept as part of the County system the force main and the grinder pump in accordance with the Plan for the purposes of operation and maintenance.

5. It is mutually understood and agreed that if and when County gravity or vacuum sewer service is extended to, and is adjacent to the Property, the Owner, or its successors and assigns, shall disconnect and abandon the grinder pump system and connect to the extended gravity or vacuum system at no cost to the County within ninety (90) days of notification of service availability by the County, and no additional connection cost will be charged by the County.
6. It is mutually understood and agreed that where the aforementioned improvements provide for the construction of a portion of the system to be dedicated and conveyed to the County, the Owner shall:
  - Donate an easement to the County for the force main and the grinder pump for the purposes of maintenance and operation of the system, and
  - Agree to provide and pay for any electricity needed to operate the grinder pump system.
7. This Agreement shall be recorded in the Clerk's Office of the Circuit Court for York County at the Owner's expense.
8. The Owner agrees that any charges for sewer service, including those imposed by this Agreement, shall constitute a lien on the property until paid in full.

Approved as to form:

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County Attorney

**COUNTY OF YORK, VIRGINIA**

By \_\_\_\_\_  
County Administrator

**THE DIGGES COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

***COMMONWEALTH OF VIRGINIA***

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of The Digges Company, whose name is signed to the writing bearing date of the \_\_\_\_ day of \_\_\_\_ \_\_\_\_\_, 2005, has acknowledged the same before me in jurisdiction aforesaid, on behalf of such corporation.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that James O. McReynolds, County Administrator, whose name is signed to the writing bearing date of the \_\_\_\_ day of \_\_\_\_\_, 2005, has acknowledged the same before me in jurisdiction aforesaid, on behalf of the County of York.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_